

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

**ROCK SOLID CREATIONS LANDSCAPE &
MASONRY INC. D/B/A ROCK SOLID
CREATIONS**

**KEVIN FRANKHAUSER LANDSCAPE AND
MASONRY CONTRACTOR D/B/A ROCK SOLID
CREATIONS D/B/A KEVIN FRANKHAUSER**

**Cases 31-CA-066590
31-CA-073530
31-CA-073723
31-CA-078623
31-CA-081302**

And

**LABORERS PACIFIC SOUTHWEST REGIONAL
ORGANIZING COALITION**

**Counsel for the Acting General Counsel's Motion to Transfer Cases and Continue
Proceedings Before the Board, and Motion for Default Judgment**

The Acting General Counsel (General Counsel), based on the facts set forth below and the attached documents, moves, pursuant to Sections 102.24 and 102.50 of the National Labor Relations Board's Rule and Regulations (the Board's Rules), that the National Labor Relations Board (the Board) transfer to itself and continue proceedings in the above-captioned cases before the Board, and issue a Decision and Order, containing findings of fact and conclusions of law in accordance with the Section 8(a)(1), (3), and (5) allegations of the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement in Cases 31-CA-066590, 31-CA-073530, 31-CA-073723, 31-CA-078623, and 31-CA-081302 (the Reissued Complaint), and ordering Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and Kevin Frankhauser Landscape and Masonry Contractor d/b/a Rock Solid Creations d/b/a Kevin Frankhauser (Respondents) to fully remedy the unfair labor practices found, and granting such other, further relief as may be proper in the circumstances.

In support of this Motion, the General Counsel shows and alleges that:

1. During the period October 7, 2011 through May 16, 2012, Laborers Pacific Southwest Regional Organizing Coalition (the Union) filed the charges in Cases 31-CA-066590, 31-CA-073530, 31-CA-073723, 31-CA-078623, and 31-CA-081302, as set forth in the following table, alleging that Respondents engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. (the Act). Copies of the charges are attached hereto and marked as Exhibits 1 through 7.

Case No.	Amendment	Respondent	Date Filed	Date Served
31-CA-066590		Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations	October 7, 2011	October 12, 2011
31-CA-066590	First Amended	Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations	December 23, 2011	December 27, 2011
31-CA-073530		Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser	January 30, 2012	February 2, 2012
31-CA-073530	First Amended	Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser and/or Kevin Frankhauser Landscape and Masonry Contractor	March 29, 2012	April 4, 2012
31-CA-073723		Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations	January 31, 2012	February 6, 2012

		and/or Kevin Frankhauser		
31-CA-078623		Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations	April 9, 2012	April 13, 2012
31-CA-081302		Kevin Frankhauser, Kevin Frankhauser Landscape and Masonry Contractor, and Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations	May 16, 2012	May 21, 2012

2. (a) Upon the charges described above in paragraph 1, on July 31, 2012, the Regional Director, pursuant to Section 10(b) of the Act and Sections 102.15 and 102.33 of the Board's Rules, issued the Consolidated Complaint and Notice of Hearing (Consolidated Complaint), a copy of which, along with the Affidavit of Service, is attached hereto and marked as Exhibit 8. Respondents did not file an Answer to the Consolidated Complaint with the Regional Director.

(b) On September 5, 2012, the Regional Director approved a bilateral informal Settlement Agreement and Notice to Employees (Settlement Agreement), a copy of which is attached hereto as Exhibit 9, as a resolution to the allegations in the Consolidated Complaint.

i. The Settlement Agreement includes provisions that Respondents will not:

Promise [employees] better benefits to discourage [them] from supporting a union.

Threaten [employees] with unspecified reprisals if [they] engage in activity with other employees regarding [their] wages, hours, and working conditions.

Lay off and/or fire employees because of their union membership or support.

Fail to pay and/or timely pay employees because of their union membership or support.

Fail or refuse to recognize and bargain in good faith with Laborers International Union of North America Local 220 and Southern California District Council of Laborers and its Affiliated Locals (the "Union") for a collective-bargaining agreement covering employees in the unit described below.

Refuse to meet and discuss in good faith with [the] Union any proposed changes in wages, hours and working conditions before putting such changes into effect.

ii. The Settlement Agreement includes provisions that

Respondents will:

Offer Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos their jobs back along with their seniority and all other rights or privileges.

Pay Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos for the wages and other benefits they lost because [Respondents] fired and/or laid them off and/or failed to pay and/or timely pay them.

Remove from [their] files all references to the discharge and/or layoff of Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos and notify them in writing that this has been done and that the discharge and/or layoff will not be used against them in any way.

On request, recognize and bargain with the Union and put it in writing and sign any agreement reached on terms and conditions of employment for [Respondents'] employees in the [bargaining] unit.

If requested by the Union, rescind any or all changes to [employees'] terms and conditions of employment that [Respondents] made without bargaining with the Union.

Post [Notices to Employees] in prominent places around its facility, including all places where [Respondents] normally post notices to employees.

Copy and mail, at [their] own expense, a copy of the...Notice to all current employees and former employees who were employed at any time since September 17, 2011.

iii. The Settlement Agreement includes a provision that the Union is the employees' representative in dealing with Respondents regarding wages, hours and other working conditions of the employees in the following unit:

INCLUDED: Including but not limited to all field construction and landscape employees employed by the Employer within the 12 Southern California Counties—San Diego, Kern, Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino, Inyo, Riverside, Imperial, and San Luis Obispo.

EXCLUDED: All other employees, confidential employees, secretaries, guards and supervisors as defined in the Act, as amended.

(c) The Settlement Agreement also contains a provision entitled "Performance," requiring immediate compliance with the Settlement Agreement's terms, and the following provision addressing the event of Respondents', referred to therein as "the Charged Party," non-compliance with the terms of the Settlement Agreement:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the consolidated complaint previously issued on July 31, 2012 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the consolidated complaint. The Charged Party understands and agrees that the allegations of the aforementioned consolidated complaint will be deemed admitted and its Answer to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of the Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for

the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

(d) On March 14, 2013, the Acting Regional Director, in a letter sent by certified mail, attached hereto and marked as Exhibit 10, notified Respondents that they were in non-compliance with the Settlement Agreement for failing to do the following:

Post Notices to Employees at their facility.

Mail Notices to all current employees and former employees who were employed by Respondents at any time since September 17, 2011.

Offer reinstatement to Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos, along with their seniority and all other rights and privileges.

Pay Hugo Medina and Baldomero Leyva for the wages and other benefits they lost, in the amounts set forth in the Backpay Installment Payment Agreement agreed upon by the parties.

Remove from its files all references to the discharge and/or layoff of Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos and notify them in writing that it has done so and that the discharge and/or layoff will not be used against them in any way.

(e) Pursuant to the "Performance" provision of the Settlement Agreement referred to above in paragraph 2(c), on April 30, 2013, the General Counsel, by the Regional Director, reissued the Consolidated Complaint in the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement, referred to above as the "Reissued Complaint," based upon the allegations set forth in the charges referred to above in paragraph 1. The Reissued Complaint, along with the Affidavit of Service, is attached hereto and marked as Exhibit 11.

(f) As referenced above in paragraph 2(c), the Settlement Agreement provides that in the event of non-compliance, Respondents will not contest the validity of the allegations made in the Consolidated Complaint/Reissued Complaint. The Settlement Agreement unequivocally sets forth that the only issue Respondent may raise before the Board is whether Respondent has defaulted on the terms of the Settlement Agreement. The Board has explicitly approved of such a provision and found it enforceable. *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (2011); *Chicago Parking Company*, 356 NLRB No. 72 (2011).

(g) As referenced above in paragraph 2(c), the Settlement Agreement provides that in the event of non-compliance, the Board may issue an order providing a full remedy for the violations found as is appropriate to remedy such violations and that a U.S. Court of Appeals Judgment may be entered enforcing the Board order. The Settlement Agreement provides a backpay remedy for some allegations in the Consolidated Complaint of less than 100 percent with interest. Specifically, some allegations were settled by the payment of 80 percent of the full backpay amount and some were settled without requiring payment of any interest on the backpay amounts. A copy of the documents from Respondents' counsel and the Union's counsel setting forth the agreements regarding backpay percentages and interest is attached to the Reissued Complaint, Exhibit 11, as part of Appendix A. As a result of Respondents' default, the General Counsel seeks an Order requiring Respondent to make whole all employees who received compromised backpay amounts pursuant to the Settlement Agreement by payment of backpay equal to 100 percent of backpay owed plus interest. The Board has explicitly ruled that in the event of non-compliance, the Board is

empowered under the default provision of a settlement agreement to order a full remedy for the violations found "...including backpay beyond that specified in the agreement."

Insulation Maintenance & Contracting, LLC, 357 NLRB No. 50 slip op. at 7 (2011).

3. In view of the foregoing, the General Counsel respectfully moves that the Board:

(a) Transfer the Reissued Complaint to the Board and continue all proceedings related thereto before the Board.

(b) Find that Respondents are in non-compliance with the Settlement Agreement by failing to take the following affirmative actions as set forth therein:

Offer Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos their jobs back along with their seniority and all other rights or privileges.

Pay Hugo Medina and Baldomero Leyva for the wages and other benefits they lost because [Respondents] fired and/or laid them off and/or failed to pay and/or timely pay them.

Remove from [their] files all references to the discharge and/or layoff of Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos and notify them in writing that this has been done and that the discharge and/or layoff will not be used against them in any way.

Post [the Notice to Employees] in prominent places around its facility, including all places where [Respondents] normally posts notices to employees.

Copy and mail, at their own expense, a copy of the...Notice to all current employees and former employees who were employed at any time since September 17, 2011.


(c) Find that Respondents have waived their right to file an answer to the Reissued Complaint under the terms of the Settlement Agreement; that all allegations of the Reissued Complaint be deemed to be true; and that no hearing is necessary regarding the allegations in the Reissued Complaint.

(d) Find that Respondents violated Section 8(a)(1), (3), and (5) of the Act, as alleged in the Reissued Complaint.

(e) Issue a Decision and Order against Respondents, containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Reissued Complaint, and provide a full remedy for each and every unfair labor practice violation alleged in the Reissued Complaint, including, but not limited to, ordering Respondents to make whole all alleged discriminates who received compromised backpay amounts or who did not receive backpay pursuant to the Settlement Agreement by payment of backpay equal to 100 percent of backpay owed plus interest, and grant such other relief as the Board finds appropriate to remedy such violations.

Dated at Los Angeles, California, this 16th day of May, 2013

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Juan Carlos Ochoa Diaz', is written over a horizontal line.

Juan Carlos Ochoa Diaz
Counsel for the Acting General Counsel
National Labor Relations Board
Region 31
11500 West Olympic Blvd., Ste. 600
Los Angeles, CA 90064

Attachments

EXHIBIT 1

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

31-CA-066590

Date Filed

10-07-11

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations		b. Tel. No.
		c. Cell No. 805-440-6440
		f. Fax No. 805-528-3354
d. Address (Street, city, state, and ZIP code) P.O. Box 6700 Los Osos, CA 93412-6700	e. Employer Representative Kevin Frankhauser	g. e-Mail
		h. Number of workers employed 11+
i. Type of Establishment (factory, mine, wholesaler, etc.) Landscape Contractor	j. Identify principal product or service Masonry/Landscape Construction	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the Employer has violated Section 8(a)(1) and (3) of the Act by (1) transferring employee Baldonero Leya to another unit and denying Leyva overtime assignments from approximately September 19 through October 3, 2011 because of his union activity and/or his support for the Union; (2) laying off and/or discharging employees Julian Canche, Baldonero Leyva, Hugo Medina, Anatleto Ramos and Gilberto Ramos Javiel since about October 3, 2011 because of their union activity and/or their support for the Union; (3) paying employees approximately one week later than required on account of their support for the Union during the recent representation election on September 28, 2011.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Laborers Pacific Southwest Regional Organizing Coalition

4a. Address (Street and number, city, state, and ZIP code) 4401 Santa Anita Avenue, Ste. 214, El Monte, California 91731	4b. Tel. No. 626-350-9403
	4c. Cell No.
	4d. Fax No. 626-350-9417
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
Laborers' International Union of North America

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Carlos R. Perez
(signature of representative or person making charge)

Carlos R. Perez, Esq.
(Print/type name and title or office, if any)

Tel. No. 213-386-3860

Office, if any, Cell No.

Fax No. 213-386-5583

e-Mail
carlosp@rac-law.com

Address 3550 Wilshire Blvd., Ste. 2000, Los Angeles, CA 90010-2421 10/06/11
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exh. 1

RECEIVED
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31

EXHIBIT 2

INTERNET
FORM NLRB-507
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case	Date Filed
31-CA-0066590	12/23/11

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations	b. Tel. No.
	c. Cell No. 805-440-6440
	f. Fax No. 805-528-3354
d. Address (Street, city, state, and ZIP code) P.O. Box 6700 Los Osos, CA 93412-6700	g. e-Mail
e. Employer Representative Kevin Frankhauser	h. Number of workers employed 11+
i. Type of Establishment (factory, mine, wholesaler, etc.) Landscape Contractor	j. Identify principal product or service Masonry/Landscape Construction
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1st subsection) (3)(5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months, the Employer has violated Section 8(a)(1), (3) and (5) of the Act by (1) transferring employee Baldomero Leyva to another unit and denying Leyva overtime assignments from approximately September 19 through October 3, 2011 because of his union activity and/or his support for the Union; (2) laying off and/or discharging employees Julian Canche, Baldomero Leyva, Hugo Medina, Anacleto Ramos and Gilberto Ramos since about October 3, 2011 because of their activity and/or their support for the Union; (3) engaging in a unilateral change to terms and conditions of employment by these layoffs and/or discharges without bargaining with the Union; (4) failing to pay and/or failing to timely pay employees their final paycheck on account of their support for the Union in a representation election which took place on about September 28, 2011.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Laborers Pacific Southwest Regional Organizing Coalition	
4a. Address (Street and number, city, state, and ZIP code) 4401 Santa Anita Avenue, Ste. 214, El Monte, California 91731	4b. Tel. No. 626-350-9403
	4c. Cell No.
	4d. Fax No. 626-350-9417
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Laborers' International Union of North America	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief	
By <u>Carlos R. Perez</u> (Signature of representative or person making charge)	Tel. No. 213-386-3860
Carlos R. Perez, Esq. (Print/type name and title or office, if any)	Office, if any, Cell No.
	Fax No. 213-386-5583
	e-Mail
Address 3550 Wilshire Blvd., Ste. 2000, Los Angeles, CA 90010-2421	carlosp@rac-law.com
	12/22/11 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 3

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
31-CA-073530

Date Filed
1/30/12

INSTRUCTIONS:

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser		b. Number of workers employed 11+
c. Address (Street, city, state, and ZIP code) P.O. Box 6700 Los Osos, CA 93412-6700	d. Employer Representative Kevin Frankhauser	e. Telephone No. (805) 440-6440 Fax No. (805) 528-3354
f. Type of Establishment (factory, mine, wholesaler, etc.)	g. Identify principal product or service	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the Employer has violated Section 8(a)(1) and (5) of the Act by continuing to operate as an alter ego, successor, and/or disguised continuance through Kevin Frankhauser who has continued to pay employees and conduct business as an individual so that the Employer may avoid and circumvent its negotiating and collective bargaining obligations to the certified bargaining representative, Laborers' International Union of North America Local 220 and Southern California District Council of Laborers and its Affiliated Locals.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Laborers Pacific Southwest Regional Organizing Coalition

4a. Address (Street and number, city, state, and ZIP code) 4401 Santa Anita Avenue, Suite 214 El Monte, CA 91731	4b. Telephone No. (616) 350-9403 Fax No. (626) 350-9417
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5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Laborers' International Union of North America

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Carlos R. Perez
(signature of representative or person making charge)

Carlos R. Perez
(Print/type name and title or office, if any)

Address 3550 Wilshire Blvd., Ste. 2000, Los Angeles, CA 90010

(fax) 213-386-5583

213-386-3860

(Telephone No.)

1/27/12

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

Exh. 3

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JAN 20 PM 1:54
CA
31

EXHIBIT 4

FIRST AMENDED

INTERNET
CHM-NLRB-EC1
(2-05)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case
31-CA-073530Date Filed
3-29-2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser and/or Kevin Frankhauser Landscape and Masonry Contractor		b. Tel No. (805) 440-6440
c. Employer Representative Kevin Frankhauser		c. Cell No.
d. Address (Street, city, state, and ZIP code) P O Box 6700 Los Osos, CA 93412-6700	f. Fax No. (805) 528-3354	
		g. e-Mail
		h. Number of workers employed 11+
i. Type of Establishment (factory, mine, wholesaler, etc.) Landscape Contractor	j. Identify principal product or service Masonry/Landscape Construction	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the Employer has violated Section 8(a)(1) and (5) of the Act by continuing to operate as an alter ego, successor and/or disguised continuance through Kevin Frankhauser and/or Kevin Frankhauser Landscape and Masonry Contractor who have continued to pay employees and conduct business as individuals and/or sole proprietors so that the Employer may avoid and circumvent its negotiating and collective bargaining obligations to the certified bargaining representative, Laborers' International Union of North America, Local 220 and Southern California District Council of Laborers and its Affiliated Locals.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Laborers Pacific Southwest Regional Organizing Coalition

4a. Address (Street and number, city, state, and ZIP code) 4401 Santa Anita Avenue, Ste. 214 El Monte, California 91731	4b. Tel No. (616) 350-9403
	4c. Cell No.
	4d. Fax No. (626) 350-9417
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Laborers' International Union of North America

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief		Tel. No. (213) 386-3860
By <u>Carlos R. Perez</u> (signature of representative or person making charge)	Carlos R. Perez (Print type name and title or office, if any)	Office, if any, Cell No.
3550 Wilshire Blvd., Ste. 2000, Los Angeles, CA 90010		Fax No. (213) 386-5583
3/28/2012 (date)		e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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EXHIBIT 5

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
31-CA-073723Date Filed
1/31/12

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser		b. Tel. No.
		c. Cell No. 805-440-6440
		f. Fax No. 805-528-3354
d. Address (Street, city, state, and ZIP code) P.O. Box 6700 Los Osos, CA 93412-6700	e. Employer Representative Kevin Frankhauser	g. e-Mail
		h. Number of workers employed 11+
i. Type of Establishment (factory, mine, wholesaler, etc.) Landscape Contractor	j. Identify principal product or service Masonry/Landscape Construction	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the Employer has violated Section 8(a)(1) and (3) of the Act (1) by and through the conduct of employer agent Juan Ramos in making an implied threat and implied promise of benefit to members or a member of the unit; and (2) by and through the conduct of employer agent Kevin Frankhauser in interrogating and creating the impression of surveilling unit members.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Laborers Pacific Southwest Regional Organizing Coalition

4a. Address (Street and number, city, state, and ZIP code) 4401 Santa Anita Avenue, Ste. 214, El Monte, CA 91731	4b. Tel. No. 626-350-9403
	4c. Cell No.
	4d. Fax No. 626-350-9417
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Laborers' International Union of North America

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By <u>Carlos R. Perez</u> (signature of representative or person making charge)	Carlos R. Perez, Esq. (Print/Type name and title or office, if any)	Tel. No. 626-350-9403
		Office, if any, Cell No.
		Fax No. 626-350-9417
		e-Mail carlosp@rac-law.com
Address 3550 Wilshire Blvd., Ste. 2000, Los Angeles, CA 90010		12/30/2012 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 6

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

31-CA-078623

Date Filed

4/9/12

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations		b. Tel. No.
		c. Cell No. (805) 440-6440
		f. Fax No. (805) 528-3354
		g. e-Mail
		h. Number of workers employed 11+
d. Address (Street, city, state, and ZIP code) P.O. Box 6700 Los Osos, CA 93412-6700	e. Employer Representative Kevin Frankhauser	
i. Type of Establishment (factory, mine, wholesaler, etc.) Landscape Contractor	j. Identify principal product or service Masonry Landscape Construction	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since October 11, 2011, and within the last six (6) months, the Employer has violated Section 8(a)(1) and (5) of the Act by refusing to bargain and recognize the certified bargaining representative, Laborers' International Union of North America Local 220 and Southern California District Council of Laborers and its affiliated Locals for certain of its employees.

3. Full name of party filing charge (If labor organization, give full name, including local name and number)

Laborers Pacific Southwest Regional Organizing Coalition

4a. Address (Street and number, city, state, and ZIP code) 4401 Santa Anita Avenue, Suite 214 El Monte, CA 91731-1611	4b. Tel. No. (626) 350-9403
	4c. Cell No.
	4d. Fax No. (626) 350-9417
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Laborers International Union of North America

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (213) 386-3860
By <u>Carlos Perez (CP)</u> (signature of representative or person making charge)	Carlos R. Perez, Esq. (Print type name and title or office, if any)	Office, if any, Cell No.
		Fax No. (213) 386-5583
		e-Mail carlosp@rac-law.com
Address <u>3550 Wilshire Blvd., #2000, Los Angeles, CA 90010</u>		
		April 9, 2012 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 7

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

31-CA-081302

Date Filed

5/16/12

INSTRUCTIONS:

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Kevin Frankhauser, Kevin Frankhauser Landscape and Masonry Contractor, and Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations		b. Number of workers employed 11+
c. Address (Street, city, state, and ZIP code) P.O. Box 6700 Los Osos, CA 93412-6700	d. Employer Representative Kevin Frankhauser	e. Telephone No. (805) 440-6440 Fax No.
f. Type of Establishment (factory, mine, wholesaler, etc.) Landscape Contractor	g. Identify principal product or service Masonry Landscape Construction	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, Kevin Frankhauser and Kevin Frankhauser Landscape and Masonry Contractor have violated Sections 8(a)(1) and (5) of the Act by refusing to bargain with and recognize the Laborers' International Union of North America Local 220, and Southern California District Council of Laborers and its affiliated Locals--the certified bargaining representative for certain employees of Rock Solid Creations Landscape & Masonry, Inc., doing business as Rock Solid Creations. The Charging Party alleges that all three entities, Kevin Frankhauser, Kevin Frankhauser Landscape and Masonry Contractor, and Rock Solid Creations Landscape & Masonry, Inc., doing business as Rock Solid Creations, are the same "Employer" with the same bargaining obligations and responsibilities under the National Labor Relations Act.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Laborers Pacific southwest Organizing Coalition

4a. Address (Street and number, city, state, and ZIP code)

4401 Santa Anita Avenue, Suite 214
El Monte, CA 91731-16511

4b. Telephone No.

(626) 350-9403

Fax No.

(626) 350-9417

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Laborers' International Union of North America

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Carlos R. Perez
(signature of representative or person making charge)

Carlos R. Perez, Esq.

(Print/type name and title or office, if any)

(fax) (213) 386-5583

Address 3550 Wilshire Blvd., #2000, Los Angeles, CA 90010

(213) 386-3860

May 14, 2012

(Telephone No.)

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

EX 4.7

10
10 2:30
10 3:00

EXHIBIT 8

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31

Rock Solid Creations Landscape & Masonry Inc.
d/b/a Rock Solid Creations

and

Kevin Frankhauser Landscape and Masonry Contractor
d/b/a Rock Solid Creations d/b/a Kevin Frankhauser

Cases: 31-CA-66590
31-CA-73530
31-CA-73723
31-CA-78623
31-CA-81302

and

Laborers Pacific Southwest Regional Organizing Coalition

**ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT AND
NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board ("the Board"), and to avoid unnecessary costs or delay, IT IS ORDERED THAT the charges filed by Laborers Pacific Southwest Regional Organizing Coalition ("the Charging Party") in Case 31-CA-66590 against Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations; in Case 31-CA-73530 against Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser and/or Kevin Frankhauser Landscape and Masonry Contractor; in Case 31-CA-73723 against Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser; in Case 31-CA-78623 against Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations; and in Case 31-CA-81302 against Kevin Frankhauser, Kevin Frankhauser Landscape and Masonry Contractor, and

Exh. 8

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. ("the Act") and Section 102.15 of the Board's Rules and Regulations and alleges Respondent Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and Respondent Kevin Frankhauser Landscape and Masonry Contractor d/b/a Rock Solid Creations d/b/a Kevin Frankhauser ("Respondents") have violated the Act by engaging in the following unfair labor practices:

1. The charges in the above cases were filed by the Union, as set forth in the following table, and served upon the respective Respondents on the dates indicated:

Case No.	Amendment	Respondent	Date Filed	Date Served
31-CA-66590		Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations	October 7, 2011	October 12, 2011
31-CA-66590	First Amended	Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations	December 23, 2011	December 27, 2011
31-CA-73530		Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser	January 30, 2012	February 2, 2012
31-CA-73530	First Amended	Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser and/or Kevin Frankhauser Landscape and Masonry Contractor	March 29, 2012	April 4, 2012

Case No.	Amendment	Respondent	Date Filed	Date Served
31-CA-73723		Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser	January 31, 2012	February 6, 2012
31-CA-78623		Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations	April 9, 2012	April 13, 2012
31-CA-81302		Kevin Frankhauser, Kevin Frankhauser Landscape and Masonry Contractor, and Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations	May 16, 2012	May 21, 2012

2. At all material times, Respondent Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations ("Rock Solid Creations Landscape & Masonry Inc.") and Respondent Kevin Frankhauser Landscape and Masonry Contractor d/b/a Rock Solid Creations d/b/a Kevin Frankhauser ("Kevin Frankhauser Landscape and Masonry Contractor") have had substantially identical management, business purposes, operations, equipment, customers, and supervision, and ownership.

3. In October 2011, Respondent Kevin Frankhauser Landscape and Masonry Contractor was established by Respondent Rock Solid Creations Landscape & Masonry Inc. as a continuation of Respondent Rock Solid Creations Landscape & Masonry Inc.

4. Respondent Rock Solid Creations Landscape & Masonry Inc. established or recommenced doing business as Respondent Kevin Frankhauser Landscape and Masonry Contractor, as described above in paragraph 3, for the purpose of evading its responsibilities under the Act.

5. Based on the operations and conduct described above in paragraphs 2 through and including 4, Respondent Rock Solid Creations Landscape & Masonry Inc. and Respondent Kevin Frankhauser Landscape and Masonry Contractor are, and have been at all material times, alter egos within the meaning of the Act.

6. (a) At all material times, Rock Solid Creations Landscape & Masonry Inc., a corporation with a place of business in Los Osos, California, has been engaged in the business of providing landscaping services to both residential and commercial customers.

(b) During the 12-month period ending September 9, 2011, in conducting its operations described above in paragraph 6(a), Rock Solid Creations Landscape & Masonry Inc. generated gross revenues which exceeded \$500,000 and purchased and received goods valued in excess of \$5,000 directly from enterprises located outside the State of California.

7. (a) At all material times, Kevin Frankhauser Landscape and Masonry Contractor has been owned by Kevin Frankhauser, a sole proprietorship, doing business as Kevin Frankhauser Landscape and Masonry Contractor and/or doing business as Rock Solid Creations, with a place of business in Los Osos, California, has been engaged in the business of providing landscaping services to both residential and commercial customers.

(b) In conducting its operations since commencing operations about October 2011, Respondent Kevin Frankhauser Landscape and Masonry Contractor has derived gross revenues in excess of \$400,000 and, on a projected basis for the 12-

month period commencing about October 1, 2011, will annually derive gross revenues in excess of \$500,000.

(c) In conducting its operations during the period of time described above in paragraph 7(b), Respondent Kevin Frankhauser Landscape and Masonry Contractor purchased and received goods valued in excess of \$5,000 directly from enterprises located outside the State of California.

8. (a) At all material times, Respondent Rock Solid Creations Landscape & Masonry Inc. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(b) At all material times, Respondent Kevin Frankhauser Landscape and Masonry Contractor has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

9. At all material times, Laborers' International Union of North America Local 220 and Southern California District Council of Laborers and Its Affiliated Locals ("the Union") has been a labor organization within the meaning of Section 2(5) of the Act.

10. The following employees of Respondent Rock Solid Creations Landscape & Masonry Inc. ("the Unit") constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: Including but not limited to all field construction and landscape employees employed by the Employer within the 12 Southern California Counties—San Diego, Kern, Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino, Inyo, Mono, Riverside, Imperial, and San Luis Obispo.

EXCLUDED: All other employees, confidential employees, secretaries, guards and supervisors as defined in the Act, as amended.

11. On September 28, 2011, a representation election was conducted among the employees in the Unit and, on October 6, 2011, the Union was certified as the exclusive collective-bargaining representative of the Unit.

12. At all times since September 28, 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

13. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Rock Solid Creations Landscape & Masonry Inc. within the meaning of Section 2(11) and/or agents of Respondent Rock Solid Creations Landscape & Masonry Inc. within the meaning of Section 2(13) of the Act:

Juan Ramos	-	Leadman
Bryan Frankhauser	-	Foreman
Kevin Frankhauser	-	Owner

14. About late September 2011, Respondent Rock Solid Creations Landscape & Masonry Inc., by Juan Ramos, over the telephone:

(a) made an implied promise of benefits to an employee; and

(b) made an implied threat to an employee.

15. In September 2011 and/or October 2011, Respondent Rock Solid Creations Landscape & Masonry Inc. failed to pay and/or timely pay its employees Julian Canche, Baldomera Leyva, Hugo Medina, Anacleto Ramos, and Gilberto Ramos their final paychecks.

16. About October 3, 2011, Respondent Rock Solid Creations Landscape & Masonry Inc. laid off its employees Julian Canche, Baldomera Leyva, Hugo Medina, Anacleto Ramos, and Gilberto Ramos.

17. Respondent Rock Solid Creations Landscape & Masonry Inc. engaged in the conduct described above in paragraphs 15 and 16 because the employees of Respondent Rock Solid Creations Landscape & Masonry Inc. assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

18. The subject set forth above in Paragraph 16 relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

19. Respondent Rock Solid Creations Landscape and Masonry Inc. engaged in the conduct described above in Paragraph 16 without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent Rock Solid Creations Landscape and Masonry Inc. with respect to this conduct and/or the effects of this conduct.

20. About October 11, 2011, October 19, 2011, February 9, 2012, and April 23, 2012, the Union, by letter, requested that Respondent Rock Solid Creations Landscape & Masonry Inc. recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

21. Since about October 11, 2011, Respondent Rock Solid Creations Landscape & Masonry Inc. has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

22. About April 23, 2012, the Union, by letter, requested that Respondent Kevin Frankhauser Landscape and Masonry Contractor recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

23. Since about October 11, 2011, Respondent Kevin Frankhauser Landscape and Masonry Contractor has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

24. By the conduct described above in paragraph 14, Respondent Rock Solid Creations Landscape & Masonry Inc has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

25. By the conduct described above in paragraphs 15 and 16, and for the reasons set forth above in paragraph 17, Respondent Rock Solid Creations Landscape & Masonry Inc has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

26. By the conduct described above in paragraphs 16, 19, 21, and 23, Respondents have been failing and refusing to bargain collectively with the exclusive

collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

27. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 15 and 16, the General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

The General Counsel further seeks, as part of the remedy for the allegations in paragraphs 15 and 16, that Respondents be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

As part of the remedy for Respondents' unfair labor practices alleged above in paragraphs 19, 21, and 23, the General Counsel seeks an Order requiring Respondents to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before August 13, 2012, or**

postmarked on or before August 11, 2012. Respondents should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and

Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **August 27, 2012, 1:00p.m.** at a location to be **determined in Santa Maria, California**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: July 31, 2012


Mori Pam Rubin, Regional Director
National Labor Relations Board
Region 31
11150 W. Olympic Blvd., Suite 700
Los Angeles, CA 90064-1825

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such

(OVER)

argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

**NATIONAL LABOR RELATIONS BOARD
NOTICE**

Case No. 31-CA-066590, 31-CA-073530, 31-CA-073723, 31-CA-078623, 31-CA-081302

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner of attorney assigned to the case will be please to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(c).
- (2) Grounds thereafter must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; ***and***
- (5) Copies must be simultaneously served on all parties (***listed below***), and that the fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of the hearing.

Rock Solid Creations Landscapae and
Masonry Inc., d/b/a Rock Solid Creations
1238 1st Street
Los Osos, CA 93402

Carlos R. Perez, Esq.
Reisch, Adell & Cvitan
3550 Wilshire Blvd., Suite 2000
Los Angeles, CA 90010-2421

Kevin Frankhauser Landscape and
Masonry Contractor d/b/a
Kevin Frankhauser
1238 1st Street
Los Osos, CA 93402

Laborers Pacific Southwest Regional
Organizing Coalition
4401 Santa Anita Avenue
Suite 214
El Monte, CA 90010-2421

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31

ROCK SOLID CREATIONS LANDSCAPE &
MASONRY INC. D/B/A ROCK SOLID CREATIONS

Charged Party

and

KEVIN FRANKHAUSER LANDSCAPE AND
MASONRY CONTRACTOR D/B/A ROCK SOLID
CREATIONS D/B/A KEVIN FRANKHAUSER

Charged Party

and

LABORERS PACIFIC SOUTHWEST REGIONAL
ORGANIZING COALITION

Charging Party

Cases 31-CA-066590, 31-CA-081302, 31-
CA-078623, 31-CA-073530, 31-CA-073723

AFFIDAVIT OF SERVICE OF Order Consolidating Cases, Consolidated Complaint and Notice
of Hearing w/Form NLRB-4668 attached.

I, the undersigned employee of the National Labor Relations Board, state under oath that on
July 31, 2012, I served the above-entitled document(s) by post-paid certified and regular mail
upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL

Carlos R. Perez, Esq.
Reisch, Adell & Cvitan
3550 Wilshire Blvd., Suite 2000
Los Angeles, CA 90010-2421

Kevin Frankhauser Landscape and
Masonry Contractor d/b/a Kevin Frankhauser
1238 1st Street
Los Osos, CA 93402

Rock Solid Creations Landscapae & Masonry Inc.,
d/b/a Rock Solid Creations
1238 1st Street
Los Osos, CA 93402

REGULAR MAIL

Laborers Pacific Southwest Regional
Organizing Coalition
4401 Santa Anita Avenue, Suite 214
El Monte, CA 90010-2421

Argie Reporting
5900 Nieman Road, Ste 200
Shawnee, KS 66203

July 31, 2012

Date

Mara Estudillo, Designated Agent of NLRB

Name



Signature

EXHIBIT 9

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid
Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser
Landscape & Masonry Contractor

Cases 31-CA-66590, 31-
CA-73530, 31-CA-
73723, 31-CA-
78623, and 31-CA-
81302

Subject to the approval of the Regional Director for the National Labor Relations Board, Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor (individually and collectively the "Charged Party") and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since September 17, 2011. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — In accordance with the terms of the attached Backpay Installment Payment Agreement, the Charged Party will make whole the employees named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. Additionally, the Charged Party shall submit the appropriate documentation to the Social Security Administration so that when backpay is paid it will be allocated to the appropriate periods.

Julian Canche	\$0.00
Baldomero Leyva	\$5823.20
Hugo Medina	\$6340.96
Anacleto Ramos	\$0.00
Gilberto Ramos	\$0.00

In conjunction with this Settlement Agreement, the Charged Party will execute the attached Confession of Judgment.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

EXTENSION OF THE CERTIFICATION YEAR — To ensure that the employees are accorded the services of their selected bargaining agent for the period covered by law, the Charged Party, as part of the settlement of the above-captioned cases, has also agreed to extend the certification year following the certification of

Laborers International Union of North America Local 220 and Southern California District Council of Laborers and Its Affiliated Locals in Case No. 31-RC-63411 an additional 10 months, commencing from the date of this agreement.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

HA Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the consolidated complaint previously issued on July 31, 2012 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the consolidated complaint. The Charged Party understands and agrees that the allegations of the aforementioned consolidated complaint will be deemed admitted and its Answer to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given

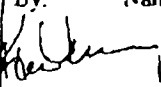
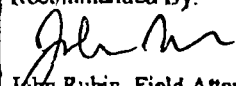
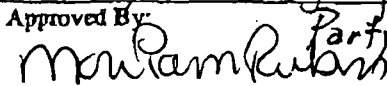
HA CP

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within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Rock Solid Creations Landscape & Masonry Inc d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		Charging Party Laborers Pacific Southwest Regional Organizing Coalition	
By: Name and Title  Kevin Frankhauser owner	Date 8-9-12	By: Name and Title Carlos R. Perry Attorney for Charging Party	Date 8-29-12
Recommended By:  John Rubin, Field Attorney	Date 8-30-12	Approved By:  Mark Rubin Regional Director, Region 31	Date 9/5/12

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT promise you better benefits to discourage you from supporting a union.

WE WILL NOT threaten you with unspecified reprisals if you engage in activity with other employees regarding your wages, hours, and working conditions.

WE WILL NOT lay off and/or fire employees because of their union membership or support.

WE WILL NOT fail to pay and/or timely pay employees because of their union membership or support.

WE WILL NOT fail or refuse to recognize and bargain in good faith with Laborers International Union of North America Local 220 and Southern California District Council of Laborers and its Affiliated Locals (the "Union") for a collective-bargaining agreement covering employees in the unit described below.

WE WILL NOT refuse to meet and discuss in good faith with your Union any proposed changes in wages, hours and working conditions before putting such changes into effect.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act

WE WILL offer Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos their jobs back along with their seniority and all other rights or privileges.

WE WILL pay Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos for the wages and other benefits they lost because we fired and/or laid them off and/or failed to pay and/or timely pay them.

WE WILL remove from our files all references to the discharge and/or layoff of Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos and **WE WILL** notify them in writing that this has been done and that the discharge and/or layoff will not be used against them in any way.

The Union is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:



INCLUDED: Including but not limited to all field construction and landscape employees employed by the Employer within the 12 Southern California Counties – San Diego, Kern, Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino, Inyo, Riverside, Imperial, and San Luis Obispo.

EXCLUDED: All other employees, confidential employees, secretaries, guards and supervisors as defined in the Act, as amended.

WE WILL, on request, recognize and bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the unit described above.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

Rock Solid Creations Landscape & Masonry
Inc. d/b/a Rock Solid Creations, and/or Kevin
Frankhauser, and/or Kevin Frankhauser
Landscape & Masonry Contractor
(Employer)

Dated: 8-9-12
(Representative)

By: [Signature]
(Title) owner

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website; www.nlrb.gov.

11150 W OLYMPIC BLVD
STE 700
LOS ANGELES, CA 90064-1825

Telephone: (310) 235-7351
Hours of Operation: 8:30 a.m. to 5 p.m.

cl

EXHIBIT 10



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 31
11500 W OLYMPIC BLVD
STE 600
LOS ANGELES, CA 90064-1524

Agency Website: www.nlrb.gov
Telephone: (310)235-7351
Fax: (310)235-7420

Agent's Direct Dial: (310)235-7876

March 14, 2013

Kevin Frankhauser
Rock Solid Creations Landscape & Masonry Inc.
d/b/a Rock Solid Creations
1238 1st Street
Los Osos, CA 93402-1104

Re: Kevin Frankhauser, Kevin Frankhauser
Landscape and Masonry Contractor, and Rock
Solid Creations Landscape & Masonry, Inc.
d/b/a Rock Solid Creations

Cases 31-CA-066590, 31-CA-073530,
31-CA-073723, 31-CA-078623 and
31-CA-081302

Dear Mr. Frankhauser:

On September 9, 2012, the Regional Director approved the attached Settlement Agreement and Backpay Installment Payment Agreement in cases 31-CA-066590, et al. The performance provision of the Settlement Agreement states that in the case of non-compliance with any of the terms of the Settlement Agreement and after 14 days notice from the Regional Director of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that will include the allegations spelled out in the Settlement Agreement's Scope of Agreement section. The Settlement Agreement goes on to state that the General Counsel may then file a motion for default judgment with the Board on the allegations of the Complaint.

Thus, pursuant to the terms of that Agreement, I am hereby notifying you that it is the Region's position that the Charged Party has failed to take actions required by the Settlement Agreement. Specifically, the Charged Party has failed to:

1. Post Board Notices to Employees at the Charged Party's facility.
2. Mail Board Notices to all current employees and former employees who were employed at any time since September 17, 2011.
3. Offer reinstatement to Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos and Gilberto Ramos, along with their seniority and all other rights and privileges.

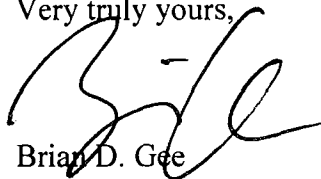
Exh. 10

March 14, 2013

4. Pay Hugo Medina and Baldomero Leyva for the wages and other benefits they lost, in the amounts set forth in the Backpay Installment Payment Agreement.
5. Remove from its files all references to the discharge and/or layoff of Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos and Gilberto Ramos and notify them in writing that it has done so and that the discharge and/or layoff will not be used against them in any way.

If the Charged Party wishes to present any evidence to establish that it is in compliance with the Settlement Agreement or will immediately come into compliance with the Agreement, please do so within 14 days of receipt of this certified letter. Failure to do so will result in my invoking the default provision in the Agreement, issuing a Complaint and Notice of Hearing, and promptly filing a Motion for Default Judgment with the Board.

Very truly yours,



Brian D. Gee
Acting Regional Director

Enclosure(s)

March 14, 2013

cc: KEVIN FRANKHAUSER, KEVIN
FRANKHAUSER LANDSCAPE AND
MASONRY CONTRACTOR, AND
ROCK SOLID CREATIONS
LANDSCAPE & MASONRY, INC.
D/B/A ROCK SOLID CREATIONS
PO BOX 6700
LOS OSOS, CA 93412-6700

CARLOS R. PEREZ, ATTORNEY AT
LAW
REICH, ADELL & CVITAN
3550 WILSHIRE BLVD
STE 2000
LOS ANGELES, CA 90010-2421

LABORERS PACIFIC SOUTHWEST
REGIONAL ORGANIZING
COALITION
4401 SANTA ANITA AVE
STE. 214
EL MONTE, CA 91731-1611

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor

Cases 31-CA-66590, 31-CA-73530, 31-CA-73723, 31-CA-78623, and 31-CA-81302

Subject to the approval of the Regional Director for the National Labor Relations Board, Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor (individually and collectively the "Charged Party") and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since September 17, 2011. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — In accordance with the terms of the attached Backpay Installment Payment Agreement, the Charged Party will make whole the employees named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. Additionally, the Charged Party shall submit the appropriate documentation to the Social Security Administration so that when backpay is paid it will be allocated to the appropriate periods.

Julian Canche	\$0.00
Baldomero Lcyva	\$5823.20
Hugo Medina	\$6340.96
Anacleto Ramos	\$0.00
Gilberto Ramos	\$0.00

In conjunction with this Settlement Agreement, the Charged Party will execute the attached Confession of Judgment.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

EXTENSION OF THE CERTIFICATION YEAR — To ensure that the employees are accorded the services of their selected bargaining agent for the period covered by law, the Charged Party, as part of the settlement of the above-captioned cases, has also agreed to extend the certification year following the certification of

CP [Signature]

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P. 02

Laborers International Union of North America Local 220 and Southern California District Council of Laborers and its Affiliated Locals in Case No. 31-RC-63411 an additional 10 months, commencing from the date of this agreement.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a confirmed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

N/A Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the consolidated complaint previously issued on July 31, 2012 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the consolidated complaint. The Charged Party understands and agrees that the allegations of the aforementioned consolidated complaint will be deemed admitted and its Answer to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

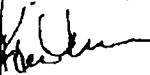


NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given

[Signature] CP
98%

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P.03

within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Rock Solid Creations Landscape & Masonry Inc d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		Charging Party Laborers Pacific Southwest Regional Organizing Coalition	
By: Name and Title  Kevin Frankhauser owner	Date 8-9-12	By: Name and Title Carlos R. Perry Attorney for Charging Party	Date 8-29-12
Recommended By:  John Rubin, Field Attorney	Date 8-30-12	Approved By:  John Rubin Regional Director, Region 31	Date 9/5/12

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT promise you better benefits to discourage you from supporting a union.

WE WILL NOT threaten you with unspecified reprisals if you engage in activity with other employees regarding your wages, hours, and working conditions.

WE WILL NOT lay off and/or fire employees because of their union membership or support.

WE WILL NOT fail to pay and/or timely pay employees because of their union membership or support.

WE WILL NOT fail or refuse to recognize and bargain in good faith with Laborers International Union of North America Local 220 and Southern California District Council of Laborers and its Affiliated Locals (the "Union") for a collective-bargaining agreement covering employees in the unit described below

WE WILL NOT refuse to meet and discuss in good faith with your Union any proposed changes in wages, hours and working conditions before putting such changes into effect.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act

WE WILL offer Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos their jobs back along with their seniority and all other rights or privileges.

WE WILL pay Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos for the wages and other benefits they lost because we fired and/or laid them off and/or failed to pay and/or timely pay them.

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The Union is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:



INCLUDED: Including but not limited to all field construction and landscape employees employed by the Employer within the 12 Southern California Counties – San Diego, Kern, Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino, Inyo, Riverside, Imperial, and San Luis Obispo.

EXCLUDED: All other employees, confidential employees, secretaries, guards and supervisors as defined in the Act, as amended.

WE WILL, on request, recognize and bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the unit described above.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

Rock Solid Creations Landscape & Masonry
Inc. d/b/a Rock Solid Creations, and/or Kevin
Frankhauser, and/or Kevin Frankhauser
Landscape & Masonry Contractor
(Employer)

Dated: 8-9-12
(Representative)

By: [Signature]
(Title) owner

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6372). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

11150 W OLYMPIC BLVD
STE 700
LOS ANGELES, CA 90064-1825

Telephone: (310) 235-7351
Hours of Operation: 8:30 a.m. to 5 p.m.

[Handwritten mark]

BACKPAY INSTALLMENT PAYMENT AGREEMENT

In full satisfaction of all monetary obligations it may have in Board Case Nos. 31-CA-66590, 31-CA-73530, 31-CA-73723, 31-CA-78623, and 31-CA-81302, ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR agree to pay backpay in the total amount of \$12,164.16, in monthly installment payments beginning on September 1, 2012, and continuing every month until fully paid, to each named employee on the date, and in the amount, set forth below:

Baldomero Leyva

Payment Due Date	Payment Amount
9/1/2012	\$1,000.00
10/1/2012	\$4,823.20

Hugo Medina

Payment Due Date	Payment Amount
9/1/2012	\$1,000.00
10/1/2012	\$5,340.96

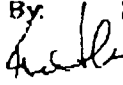
All payments will be made to the Board's offices located at NLRB Region 31, 11150 West Olympic Boulevard, Suite 700, Los Angeles, California 90064. Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor will make appropriate withholdings from each payment.

In consideration of the Board granting this installment payment schedule, Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor further agrees that, in the event of any failure to make a scheduled payment, or to cure any such failure



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within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, shall become immediately due and payable.

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		
By:	Name and Title	Date
	Kevin Frankhauser Owner	8-9-12



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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NATIONAL LABOR RELATIONS)
BOARD)

Plaintiff,)

vs.)

ROCK SOLID CREATIONS)
LANDSCAPE & MASONRY INC.)
D/B/A ROCK SOLID CREATIONS,)
KEVIN FRANKHAUSER,)
AND/OR KEVIN FRANKHAUSER)
LANDSCAPE & MASONRY)
CONTRACTOR)

Defendants)

Misc. No. _____

CONFESSION OF JUDGMENT

ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, the Defendants in the above-captioned matter, by and through its undersigned representative, and pursuant to 29 U.S.C. §151, et seq., state:

Plaintiff herein, the National Labor Relations Board (the NLRB), an agency of the United States Government, by the Regional Director for the Thirty-First Region of the NLRB, has entered into a Settlement Agreement with ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, pursuant to the Agency's standards and regulations, and pursuant to applicable provisions of the United States Code, resolving all backpay and other monetary issues arising out of NLRB Cases 31-CA-66590, 31-CA-73530, 31-CA-73723, 31-CA-78623, and 31-CA-81302, and requiring a total monetary remedy in the amount of \$12,164.16.

Based on the foregoing, ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER,

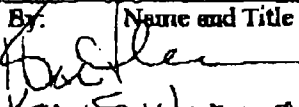
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0003/003

AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR
 acknowledge that the sum of \$12,164.16 is justly due the NLRB pursuant to the
 Settlement Agreement, and therefore authorize the Court and the Clerk of Court to enter
 judgment of record against it and in favor of the NLRB in the amount of \$12,164.16, less
 any payments made.

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		
By:	Name and Title	Date
	KEVIN FRANKHAUSER Owner	8-10-12

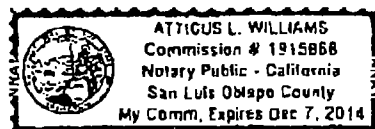
STATE OF CALIFORNIA)
) SS
 COUNTY OF LOS ANGELES)

I, Kevin Frankhauser, a resident of Los Osos, California in San Luis Obispo County, being duly sworn on oath, depose and state that I am the owner of ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, the Defendants named in the foregoing Confession of Judgment; that I have read the foregoing Confession of Judgment and understand its contents; that the foregoing document is true and correct to the best of my knowledge, information and belief; and that I have freely and voluntarily signed the same.



Kevin Frankhauser, Owner
 ROCK SOLID CREATIONS LANDSCAPE
 & MASONRY INC. D/B/A ROCK SOLID
 CREATIONS, KEVIN FRANKHAUSER,
 AND/OR KEVIN FRANKHAUSER
 LANDSCAPE & MASONRY
 CONTRACTOR

Subscribed and sworn to before me at San Luis Obispo, California, by the above-named Kevin Frankhauser this 10th day of August, 2012.




 Notary Public

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EXHIBIT 11

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

**ROCK SOLID CREATIONS LANDSCAPE &
MASONRY INC. D/B/A ROCK SOLID
CREATIONS**

Cases 31-CA-066590

31-CA-073530

31-CA-073723

31-CA-078623

31-CA-081302

**KEVIN FRANKHAUSER LANDSCAPE AND
MASONRY CONTRACTOR D/B/A ROCK SOLID
CREATIONS D/B/A KEVIN FRANKHAUSER**

And

**LABORERS PACIFIC SOUTHWEST REGIONAL
ORGANIZING COALITION**

**Complaint Based on Breach of Affirmative
Provisions of Settlement Agreement**

Based upon charges filed by Laborers Pacific Southwest Regional Organizing Coalition (the Union), a Consolidated Complaint (the Complaint) and Notice of Hearing issued in Cases 31-CA-066590, 31-CA-073530, 31-CA-073723, 31-CA-078623 and 31-CA-081302, against Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and against Kevin Frankhauser Landscape and Masonry Contractor d/b/a Rock Solid Creations d/b/a Kevin Frankhauser (Respondents), alleging that they violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices. On September 5, 2012, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondents agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. Respondents have failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement, Section 10(b) of the Act, and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Complaint is reissued as follows:

Exh. 11

1. The charges in the above cases were filed by the Union, as set forth in the following table, and served upon the respective Respondents on the dates indicated:

Case No.	Amendment	Respondent	Date Filed	Date Served
31-CA-66590		Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations	October 7, 2011	October 12, 2011
31-CA-66590	First Amended	Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations	December 23, 2011	December 27, 2011
31-CA-73530		Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser	January 30, 2012	February 2, 2012
31-CA-73530	First Amended	Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser and/or Kevin Frankhauser Landscape and Masonry Contractor	March 29, 2012	April 4, 2012
31-CA-73723		Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations and/or Kevin Frankhauser	January 31, 2012	February 6, 2012
31-CA-78623		Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations	April 9, 2012	April 13, 2012
31-CA-81302		Kevin Frankhauser, Kevin Frankhauser Landscape and Masonry Contractor, and Rock Solid Creations Landscape & Masonry, Inc. d/b/a Rock Solid Creations	May 16, 2012	May 21, 2012

2. At all material times, Respondent Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations ("Rock Solid Creations Landscape & Masonry Inc.") and Respondent Kevin Frankhauser Landscape and Masonry Contractor d/b/a Rock Solid Creations d/b/a Kevin Frankhauser ("Kevin Frankhauser Landscape and

Masonry Contractor”) have had substantially identical management, business purposes, operations, equipment, customers, and supervision, and ownership.

3. In October 2011, Respondent Kevin Frankhauser Landscape and Masonry Contractor was established by Respondent Rock Solid Creations Landscape & Masonry Inc. as a continuation of Respondent Rock Solid Creations Landscape & Masonry Inc.

4. Respondent Rock Solid Creations Landscape & Masonry Inc. established or recommenced doing business as Respondent Kevin Frankhauser Landscape and Masonry Contractor, as described above in paragraph 3, for the purpose of evading its responsibilities under the Act.

5. Based on the operations and conduct described above in paragraphs 2 through and including 4, Respondent Rock Solid Creations Landscape & Masonry Inc. and Respondent Kevin Frankhauser Landscape and Masonry Contractor are, and have been at all material times, alter egos within the meaning of the Act.

6. (a) At all material times, Rock Solid Creations Landscape & Masonry Inc., a corporation with a place of business in Los Osos, California, has been engaged in the business of providing landscaping services to both residential and commercial customers.

(b) During the 12-month period ending September 9, 2011, in conducting its operations described above in paragraph 6(a), Rock Solid Creations Landscape & Masonry Inc. generated gross revenues which exceeded \$500,000 and purchased and received goods valued in excess of \$5,000 directly from enterprises located outside the State of California.

7. (a) At all material times, Kevin Frankhauser Landscape and Masonry Contractor has been owned by Kevin Frankhauser, a sole proprietorship, doing business as Kevin Frankhauser Landscape and Masonry Contractor and/or doing business as Rock Solid Creations, with a place of business in Los Osos, California, has been engaged in the business of providing landscaping services to both residential and commercial customers.

(b) In conducting its operations since commencing operations about October 2011, Respondent Kevin Frankhauser Landscape and Masonry Contractor has derived gross revenues in excess of \$400,000 and, on a projected basis for the 12-month period commencing about October 1, 2011, will annually derive gross revenues in excess of \$500,000.

(c) In conducting its operations during the period of time described above in paragraph 7(b), Respondent Kevin Frankhauser Landscape and Masonry Contractor purchased and received goods valued in excess of \$5,000 directly from enterprises located outside the State of California.

8. (a) At all material times, Respondent Rock Solid Creations Landscape & Masonry Inc. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(b) At all material times, Respondent Kevin Frankhauser Landscape and Masonry Contractor has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

9. At all material times, Laborers' International Union of North America Local 220 and Southern California District Council of Laborers and Its Affiliated Locals ("the Union") has been a labor organization within the meaning of Section 2(5) of the Act.

10. The following employees of Respondent Rock Solid Creations Landscape & Masonry Inc. ("the Unit") constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: Including but not limited to all field construction and landscape employees employed by the Employer within the 12 Southern California Counties—San Diego, Kern, Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino, Inyo, Mono, Riverside, Imperial, and San Luis Obispo.

EXCLUDED: All other employees, confidential employees, secretaries, guards and supervisors as defined in the Act, as amended.

11. On September 28, 2011, a representation election was conducted among the employees in the Unit and, on October 6, 2011, the Union was certified as the exclusive collective-bargaining representative of the Unit.

12. At all times since September 28, 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

13. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Rock Solid Creations Landscape & Masonry Inc. within the meaning of Section 2(11) and/or agents of Respondent Rock Solid Creations Landscape & Masonry Inc. within the meaning of Section 2(13) of the Act:

Juan Ramos	-	Leadman
Bryan Frankhauser	-	Foreman
Kevin Frankhauser	-	Owner

14. About late September 2011, Respondent Rock Solid Creations Landscape & Masonry Inc., by Juan Ramos, over the telephone:

(a) made an implied promise of benefits to an employee; and

(b) made an implied threat to an employee.

15. In September 2011 and/or October 2011, Respondent Rock Solid Creations Landscape & Masonry Inc. failed to pay and/or timely pay its employees Julian Canche, Balamera Leyva, Hugo Medina, Anacleto Ramos, and Gilberto Ramos their final paychecks.

16. About October 3, 2011, Respondent Rock Solid Creations Landscape & Masonry Inc. laid off its employees Julian Canche, Balamera Leyva, Hugo Medina, Anacleto Ramos, and Gilberto Ramos.

17. Respondent Rock Solid Creations Landscape & Masonry Inc. engaged in the conduct described above in paragraphs 15 and 16 because the employees of Respondent Rock Solid Creations Landscape & Masonry Inc. assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

18. The subject set forth above in Paragraph 16 relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

19. Respondent Rock Solid Creations Landscape and Masonry Inc. engaged in the conduct described above in Paragraph 16 without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent Rock Solid

Creations Landscape and Masonry Inc. with respect to this conduct and/or the effects of this conduct.

20. About October 11, 2011, October 19, 2011, February 9, 2012, and April 23, 2012, the Union, by letter, requested that Respondent Rock Solid Creations Landscape & Masonry Inc. recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

21. Since about October 11, 2011, Respondent Rock Solid Creations Landscape & Masonry Inc. has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

22. About April 23, 2012, the Union, by letter, requested that Respondent Kevin Frankhauser Landscape and Masonry Contractor recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

23. Since about October 11, 2011, Respondent Kevin Frankhauser Landscape and Masonry Contractor has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

24. By the conduct described above in paragraph 14, Respondent Rock Solid Creations Landscape & Masonry Inc has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

25. By the conduct described above in paragraphs 15 and 16, and for the reasons set forth above in paragraph 17, Respondent Rock Solid Creations Landscape

& Masonry Inc has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

26. By the conduct described above in paragraphs 16, 19, 21, and 23, Respondents have been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

27. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 15 and 16, the General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

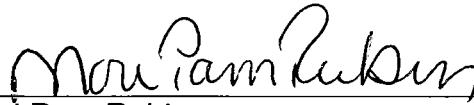
The General Counsel further seeks, as part of the remedy for the allegations in paragraphs 15 and 16, that Respondents be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

As part of the remedy for Respondents' unfair labor practices alleged above in paragraphs 19, 21, and 23, the General Counsel seeks an Order requiring Respondents to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

Answer Requirement

The Respondents have waived their right to file an answer to the Complaint. By the terms of the Settlement Agreement, the Respondents acknowledged that with their non-compliance with the terms of the Settlement Agreement, the allegations of the Complaint will be deemed admitted and their Answer to the Complaint will be considered withdrawn; that the Acting General Counsel may file a motion for partial default judgment with the Board on the allegations of the Complaint; and that the only issue that may be raised before the Board is whether the Respondents defaulted on the terms of the Settlement Agreement. The Board may then, without necessity of trial or any further proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Respondents on all issues raised by the Complaint.

Dated: April 30, 2013

A handwritten signature in cursive script, reading "Mori Pam Rubin", is written over a horizontal line.

Mori Pam Rubin
Regional Director
National Labor Relations Board, Region 31
11500 W Olympic Blvd, Ste 600
Los Angeles, CA 90064-1524

Attachments

Appendix A

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid
Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser
Landscape & Masonry Contractor

Cases 31-CA-66590, 31-
CA-73530, 31-CA-
73723, 31-CA-
78623, and 31-CA-
81302

Subject to the approval of the Regional Director for the National Labor Relations Board, Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor (individually and collectively the "Charged Party") and the Charging Party HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:

POSTING AND MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since September 17, 2011. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — In accordance with the terms of the attached Backpay Installment Payment Agreement, the Charged Party will make whole the employees named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. Additionally, the Charged Party shall submit the appropriate documentation to the Social Security Administration so that when backpay is paid it will be allocated to the appropriate periods.

Julian Canche	\$0.00
Baldomero Leyva	\$5823.20
Hugo Medina	\$6340.96
Anacleto Ramos	\$0.00
Gilberto Ramos	\$0.00

In conjunction with this Settlement Agreement, the Charged Party will execute the attached Confession of Judgment

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

EXTENSION OF THE CERTIFICATION YEAR — To ensure that the employees are accorded the services of their selected bargaining agent for the period covered by law, the Charged Party, as part of the settlement of the above-captioned cases, has also agreed to extend the certification year following the certification of

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Laborers International Union of North America Local 220 and Southern California District Council of Laborers and its Affiliated Locals in Case No. 31-RC-63411 an additional 10 months, commencing from the date of this agreement.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

HA Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the consolidated complaint previously issued on July 31, 2012 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the consolidated complaint. The Charged Party understands and agrees that the allegations of the aforementioned consolidated complaint will be deemed admitted and its Answer to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given

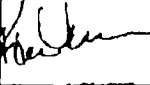
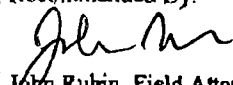
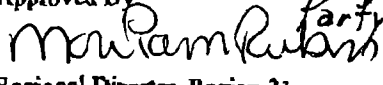
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within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Rock Solid Creations Landscape & Masonry Inc d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		Charging Party Laborers Pacific Southwest Regional Organizing Coalition	
By: Name and Title  Kevin Frankhauser owner	Date 8-9-12	By: Name and Title Carlos R. Perry Attorney for Charging Party	Date 8-29-12
Recommended By:  John Rubin, Field Attorney	Date 8-30-12	Approved By:  John Rubin Regional Director, Region 31	Date 9/5/12

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT promise you better benefits to discourage you from supporting a union.

WE WILL NOT threaten you with unspecified reprisals if you engage in activity with other employees regarding your wages, hours, and working conditions.

WE WILL NOT lay off and/or fire employees because of their union membership or support.

WE WILL NOT fail to pay and/or timely pay employees because of their union membership or support.

WE WILL NOT fail or refuse to recognize and bargain in good faith with Laborers International Union of North America Local 220 and Southern California District Council of Laborers and its Affiliated Locals (the "Union") for a collective-bargaining agreement covering employees in the unit described below

WE WILL NOT refuse to meet and discuss in good faith with your Union any proposed changes in wages, hours and working conditions before putting such changes into effect.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act

WE WILL offer Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos their jobs back along with their seniority and all other rights or privileges.

WE WILL pay Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos for the wages and other benefits they lost because we fired and/or laid them off and/or failed to pay and/or timely pay them.

WE WILL remove from our files all references to the discharge and/or layoff of Julian Canche, Hugo Medina, Baldomero Leyva, Anacleto Ramos, and Gilberto Ramos and **WE WILL** notify them in writing that this has been done and that the discharge and/or layoff will not be used against them in any way.

The Union is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:



INCLUDED: Including but not limited to all field construction and landscape employees employed by the Employer within the 12 Southern California Counties – San Diego, Kern, Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino, Inyo, Riverside, Imperial, and San Luis Obispo.

EXCLUDED: All other employees, confidential employees, secretaries, guards and supervisors as defined in the Act, as amended.

WE WILL, on request, recognize and bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the unit described above.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

Rock Solid Creations Landscape & Masonry
Inc. d/b/a Rock Solid Creations, and/or Kevin
Frankhauser, and/or Kevin Frankhauser
Landscape & Masonry Contractor
(Employer)

Dated: 8-9-12
(Representative)

By: [Signature]
(Title) owner

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

11150 W OLYMPIC BLVD
STE 700
LOS ANGELES, CA 90064-1825

Telephone: (310) 235-7351
Hours of Operation: 8:30 a.m. to 5 p.m.

cl

BACKPAY INSTALLMENT PAYMENT AGREEMENT

In full satisfaction of all monetary obligations it may have in Board Case Nos. 31-CA-66590, 31-CA-73530, 31-CA-73723, 31-CA-78623, and 31-CA-81302, ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR agree to pay backpay in the total amount of \$12,164.16, in monthly installment payments beginning on September 1, 2012, and continuing every month until fully paid, to each named employee on the date, and in the amount set forth below:

Baldomero Leyva



Payment Due Date	Payment Amount
9/1/2012	\$1,000.00
10/1/2012	\$4,823.20

Hugo Medina

Payment Due Date	Payment Amount
9/1/2012	\$1,000.00
10/1/2012	\$5,340.96

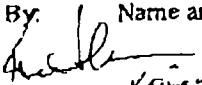
All payments will be made to the Board's offices located at NLRB Region 31, 11150 West Olympic Boulevard, Suite 700, Los Angeles, California 90064. Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor will make appropriate withholdings from each payment.

In consideration of the Board granting this installment payment schedule, Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor further agrees that, in the event of any failure to make a scheduled payment, or to cure any such failure

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within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, shall become immediately due and payable.

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		
By.	Name and Title	Date
	Kevin Frankhauser Owner	8-2-12

CP

2

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NATIONAL LABOR RELATIONS)
BOARD)

Plaintiff,)

vs.)

Misc. No. _____

ROCK SOLID CREATIONS)
LANDSCAPE & MASONRY INC.)
D/B/A ROCK SOLID CREATIONS,)
KEVIN FRANKHAUSER,)
AND/OR KEVIN FRANKHAUSER)
LANDSCAPE & MASONRY)
CONTRACTOR)

CONFESSION OF JUDGMENT

Defendants)

ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, the Defendants in the above-captioned matter, by and through its undersigned representative, and pursuant to 29 U.S.C. §151, et seq., state:

Plaintiff herein, the National Labor Relations Board (the NLRB), an agency of the United States Government, by the Regional Director for the Thirty-First Region of the NLRB, has entered into a Settlement Agreement with ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, pursuant to the Agency's standards and regulations, and pursuant to applicable provisions of the United States Code, resolving all backpay and other monetary issues arising out of NLRB Cases 31-CA-66590, 31-CA-73530, 31-CA-73723, 31-CA-78623, and 31-CA-81302, and requiring a total monetary remedy in the amount of \$12,164.16.

Based on the foregoing, ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER,

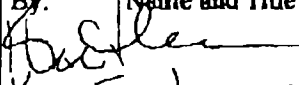
1

08/10/2012 11:16 FAX 805546622

Sesloc

003/003

AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR
 acknowledge that the sum of \$12,164.16 is justly due the NLRB pursuant to the
 Settlement Agreement, and therefore authorize the Court and the Clerk of Court to enter
 judgment of record against it and in favor of the NLRB in the amount of \$12,164.16, less
 any payments made.

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		
By:	Name and Title	Date
	KEVIN FRANKHAUSER Owner	8-10-12

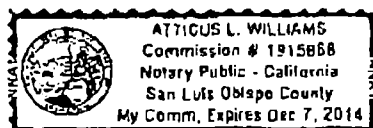
STATE OF CALIFORNIA)
) SS
 COUNTY OF LOS ANGELES)

I, Kevin Frankhauser, a resident of Los Osos, California in San Luis Obispo County, being duly sworn on oath, depose and state that I am the owner of ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, the Defendants named in the foregoing Confession of Judgment; that I have read the foregoing Confession of Judgment and understand its contents; that the foregoing document is true and correct to the best of my knowledge, information and belief; and that I have freely and voluntarily signed the same.



Kevin Frankhauser, Owner
 ROCK SOLID CREATIONS LANDSCAPE
 & MASONRY INC. D/B/A ROCK SOLID
 CREATIONS, KEVIN FRANKHAUSER,
 AND/OR KEVIN FRANKHAUSER
 LANDSCAPE & MASONRY
 CONTRACTOR

Subscribed and sworn to before me at San Luis Obispo, California, by the above-named
 Kevin Frankhauser this 10th day of August, 2012.




 Notary Public

2

BACKPAY INSTALLMENT PAYMENT AGREEMENT

In full satisfaction of all monetary obligations it may have in Board Case Nos. 31-CA-66590, 31-CA-73530, 31-CA-73723, 31-CA-78623, and 31-CA-81302, ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR agree to pay backpay in the total amount of \$12,164.16, in monthly installment payments beginning on September 1, 2012, and continuing every month until fully paid, to each named employee on the date, and in the amount, set forth below:

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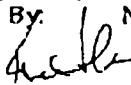
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Handwritten initials: A and CP

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within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, shall become immediately due and payable.

Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		
By.	Name and Title	Date
	Kevin Frankhauser Owner	8-2-12

CP

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08/10/2012 11:18 FAX 805546 32

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002/003

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NATIONAL LABOR RELATIONS
BOARD

Plaintiff,

vs.

ROCK SOLID CREATIONS
LANDSCAPE & MASONRY INC.
D/B/A ROCK SOLID CREATIONS,
KEVIN FRANKHAUSER,
AND/OR KEVIN FRANKHAUSER
LANDSCAPE & MASONRY
CONTRACTOR

Defendants

Misc. No. _____

CONFESSION OF JUDGMENT

ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, the Defendants in the above-captioned matter, by and through its undersigned representative, and pursuant to 29 U.S.C. §151, et seq., state:

Plaintiff herein, the National Labor Relations Board (the NLRB), an agency of the United States Government, by the Regional Director for the Thirty-First Region of the NLRB, has entered into a Settlement Agreement with ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, pursuant to the Agency's standards and regulations, and pursuant to applicable provisions of the United States Code, resolving all backpay and other monetary issues arising out of NLRB Cases 31-CA-66590, 31-CA-73530, 31-CA-73723, 31-CA-78623, and 31-CA-81302, and requiring a total monetary remedy in the amount of \$12,164.16.

Based on the foregoing, ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER,

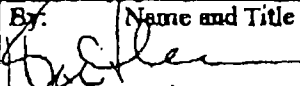
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08/10/2012 11:16 FAX 805546622

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0003/003

AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR
 acknowledge that the sum of \$12,164.16 is justly due the NLRB pursuant to the
 Settlement Agreement, and therefore authorize the Court and the Clerk of Court to enter
 judgment of record against it and in favor of the NLRB in the amount of \$12,164.16, less
 any payments made.

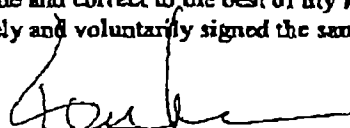
Rock Solid Creations Landscape & Masonry Inc. d/b/a Rock Solid Creations, and/or Kevin Frankhauser, and/or Kevin Frankhauser Landscape & Masonry Contractor		
By:	Name and Title	Date
	KEVIN FRANKHAUSER Owner	8-10-12

STATE OF CALIFORNIA)

) SS

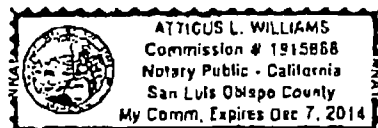
COUNTY OF LOS ANGELES)

I, Kevin Frankhauser, a resident of Los Osos, California in San Luis Obispo County, being duly sworn on oath, depose and state that I am the owner of ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC. D/B/A ROCK SOLID CREATIONS, KEVIN FRANKHAUSER, AND/OR KEVIN FRANKHAUSER LANDSCAPE & MASONRY CONTRACTOR, the Defendants named in the foregoing Confession of Judgment; that I have read the foregoing Confession of Judgment and understand its contents; that the foregoing document is true and correct to the best of my knowledge, information and belief; and that I have freely and voluntarily signed the same.



Kevin Frankhauser, Owner
 ROCK SOLID CREATIONS LANDSCAPE
 & MASONRY INC. D/B/A ROCK SOLID
 CREATIONS, KEVIN FRANKHAUSER,
 AND/OR KEVIN FRANKHAUSER
 LANDSCAPE & MASONRY
 CONTRACTOR

Subscribed and sworn to before me at San Luis Obispo, California, by the above-named
 Kevin Frankhauser this 10th day of August, 2012.




 Notary Public

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AUG-29-2012 16:02

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31

ROCK SOLID CREATIONS LANDSCAPE &
MASONRY INC. D/B/A ROCK SOLID
CREATIONS

Cases 31-CA-066590
31-CA-073530
31-CA-073723
31-CA-078623
31-CA-081302

KEVIN FRANKHAUSER LANDSCAPE AND
MASONRY CONTRACTOR D/B/A ROCK SOLID
CREATIONS D/B/A KEVIN FRANKHAUSER

And

LABORERS PACIFIC SOUTHWEST REGIONAL
ORGANIZING COALITION

AFFIDAVIT OF SERVICE OF: Complaint Based on Breach of Affirmative
Provisions of Settlement Agreement

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **April 30, 2013**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses.

**CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

KEVIN FRANKHAUSER
ROCK SOLID CREATIONS LANDSCAPE &
MASONRY INC DBA ROCK SOLID CREATIONS
P O. BOX 6700
LOS OSOS, CA 93412-6700

KEVIN FRANKHAUSER LANDSCAPE AND
MASONRY CONTRACTOR DBA KEVIN
FRANKHAUSER
1238 1ST ST
LOS OSOS, CA 93402-1104

CARLOS R PEREZ
ATTORNEY AT LAW
REICH, ADELL & CVITAN
3550 WILSHIRE BLVD, STE 2000
LOS ANGELES, CA 90010-2421

REGULAR MAIL

LABORERS PACIFIC SOUTHWEST
REGIONAL ORGANIZING COALITION
4401 SANTA ANITA AVE, STE 214
EL MONTE, CA 91731-1611

April 30, 2013

Date

Aide Carretero, Designated Agent of NLRB

Name



Signature

Re: ROCK SOLID CREATIONS LANDSCAPE & MASONRY INC.
D/B/A ROCK SOLID CREATIONS

KEVIN FRANKHAUSER LANDSCAPE AND MASONRY CONTRACTOR
D/B/A ROCK SOLID CREATIONS D/B/A KEVIN FRANKHAUSER

Cases: 31-CA-066590, 31-CA-073530, 31-CA-073723,
31-CA-078623, and 31-CA-081302

CERTIFICATE OF SERVICE

I hereby certify that I served the attached copy of the COUNSEL FOR THE ACTING
GENEAL COUNSEL'S MOTION TO TRANSFER CASES AND CONTINUE
PROCEEDINGS BEFORE THE BOARD, AND MOTION FOR DEFAULT JUDGMENT on
the parties listed below on the 16th day of May, 2013.

SERVED VIA E-FILING


Gary W. Shinnery, Executive Secretary
Office of the Executive Secretary
National Labor Relations Board
www.nlr.gov

SERVED VIA E-MAIL

Kevin Frankhauser
Rock Solid Creations Landscape & Masonry Inn.
d/b/a Rock Solid Creations
P.O. Box 6700
Los Osos, CA 93412-6700

Carlos R. Perez, Attorney At Law
Reich, Adell & Cvitan
3550 Wilshire Blvd, Ste 2000
Los Angeles, CA 90010-2421
carlosp@rac-law.com

Kevin Frankhauser Landscape and Masonry
Contractor d/b/a Rock Solid Creations d/b/a
Kevin Frankhauser
1238 1st Street
Los Osos, CA 93402-1104
kevin@rocksolidcreations.com


Aide Carretero
Secretary to the Regional Attorney
National Labor Relations Board, Region 31
11500 West Olympic Blvd., Ste 600
Los Angeles, CA 90064